



## ***Building And Personal Property***

### ***Premises Coverages***

#### ***Leasehold Interest - Undamaged Tenant's Improvements And Betterments (continued)***

due to direct physical loss or damage to **building or personal property** caused by or resulting from a peril not otherwise excluded at the premises shown in the Declarations, not to exceed the applicable Limit Of Insurance for Leasehold Interest – Undamaged Tenant's Improvements And Betterments shown in the Declarations.

#### ***Loss Of Master Key***

We will pay for the reasonable and necessary costs you incur to:

- replace keys;
- adjust locks to accept new keys; or
- if required, install new locks,

due to direct physical loss or damage to a master key or grand master key caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Loss Of Master Key shown in the Declarations.

#### ***Loss Prevention Expenses***

We will pay the reasonable and necessary costs you incur to protect:

- **building;**
- **personal property;** or
- **research and development property,**

at the premises shown in the Declarations from imminent direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Loss Prevention Expenses shown in the Declarations.

To the extent possible, you must notify us of your intent to incur such cost before you take any loss prevention action.

In any event, you must notify us within forty-eight (48) hours after you have taken any loss prevention action.

#### ***Non-Owned Detached Trailers***

We will pay for direct physical loss or damage to **non-owned detached trailers** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Non-Owned Detached Trailers shown in the Declarations.

#### ***Outdoor Trees, Shrubs, Plants Or Lawns***

We will pay for direct physical loss or damage to **outdoor trees, shrubs, plants or lawns** at premises you own, rent or occupy, shown in the Declarations, caused by or resulting from:

- fire;
- lightning;
- explosion;
- riot or civil commotion; or
- aircraft or self-propelled missiles,

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## Premises Coverages

### Outdoor Trees, Shrubs, Plants Or Lawns (continued)

not to exceed the applicable Limit Of Insurance for Outdoor Trees, Shrubs, Plants Or Lawns shown in the Declarations.

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### Pair And Set

We will pay for consequential loss to undamaged **personal property** that is part of:

- your product; or
- any product in your care, custody or control,

which has become unmarketable as a complete product, because of covered direct physical loss or damage to **personal property** which is part of the same product, not to exceed the applicable Limit Of Insurance for Pair And Set shown in the Declarations.

This Premises Coverage applies only when you have purchased a Limit Of Insurance for Personal Property.

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### Personal Property Of Employees

We will pay for direct physical loss or damage to **personal property of employees** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Personal Property Of Employees shown in the Declarations.

We will also pay for direct physical loss or damage to **personal property of employees** caused by or resulting from a peril not otherwise excluded while such **personal property of employees** is away from your premises for the purpose of performing duties relating to the conduct of your business, not to exceed \$2,500 for any one employee or \$10,000 in the aggregate for any **occurrence**, regardless of the number of employees.

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### Processing Water

We will pay the cost you incur to replace water that is used in your processing operations and contained in any:

- above-ground tank;
- processing equipment; or
- any associated above-ground piping,

when such water has been released or rendered unusable for its intended purpose as a direct result of direct physical loss or damaged to such tank, equipment or piping caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Processing Water shown in the Declarations.

The loss or damage must occur at the premises show in the Declarations.

This Premises Coverage does not apply to fire protection equipment.

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## ***Building And Personal Property***

### ***Premises Coverages*** *(continued)*

#### ***Public Safety Service Charges***

We will pay the charges you:

- assume under any contract or agreement; or
- are required to pay by local ordinance,

in effect at the time of the direct physical loss or damage, if a fire department or other municipal agency charged with preserving public safety is called to save or protect **building, personal property** or **research and development property** from direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Public Safety Service Charges shown in the Declarations.

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#### ***Removal***

We will pay for direct physical loss or damage to **building components, personal property** or **research and development property** while:

- being moved to another location or returned from such location to its original location; or
- temporarily stored at another location,

if you must move the **building components, personal property** or **research and development property** from such location to preserve it from imminent loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Building, Personal Property or Research And Development Property shown in the Declarations.

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#### ***Research And Development Property***

We will pay for:

- direct physical loss or damage to **research and development property** caused by or resulting from a peril not otherwise excluded; and
- the necessary and reasonable additional cost you incur to repair or replace **research and development property** that has been lost or damaged by a peril not otherwise excluded,

not to exceed the applicable Limit Of Insurance for Research and Development Property shown in the Declarations.

These additional costs must be in excess of the cost you would otherwise incur to repair or replace lost or damaged **research and development property** in order to meet your last scheduled introduction date (prior to loss or damage) for any new product which is based on such **research and development property**.

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### ***Additional Coverages***

The following Additional Coverages apply within the coverage territory.

#### ***Any Other Location***

We will pay for direct physical loss or damage caused by or resulting from a peril not otherwise excluded to:

- **building components;**
- **personal property;** or
- **research and development property,**

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## **Additional Coverages**

### ***Any Other Location (continued)***

at unspecified premises, not to exceed the applicable Limit Of Insurance for:

- Building Components;
- Personal Property; or
- Research and Development Property,

shown under Any Other Location in the Declarations.

This Additional Coverage does not apply to:

- **salespersons' samples;**
- property while at any exhibition, fair or trade show;
- property at newly acquired premises;
- property while **in transit**; or
- property at a job site or **temporarily** warehoused elsewhere awaiting installation at the job site.

This Additional Coverage applies only if a Limit Of Insurance for:

- Building Components;
- Personal Property; or
- Research And Development Property,

is shown under Any Other Location in the Declarations.

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### ***Arson Or Theft Reward***

We will pay a reward of 25% of the covered loss or damage, up to a maximum of \$25,000, for information leading to a felony conviction arising out of direct physical loss or damage to covered property caused by or resulting from arson, larceny, burglary or vandalism.

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### ***Deferred Payments***

We will pay for your interest in **personal property** that suffers direct physical loss or damage caused by or resulting from a peril not otherwise excluded and sold by you under a conditional sale or trust agreement or any installment or deferred payment plan:

- while **in transit** to buyers; or
- after delivery to buyers,

not to exceed the applicable Limit Of Insurance for Deferred Payments shown in the Declarations.

This Additional Coverage does not apply to default by the buyer of such agreement or plan.

This Additional Coverage applies only if a Limit Of Insurance for Deferred Payments is shown in the Declarations.

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## ***Building And Personal Property***

### ***Additional Coverages***

*(continued)*

#### ***Exhibition, Fair Or Trade Show***

We will pay for direct physical loss or **damage to personal property** caused by or resulting from a peril not otherwise excluded while:

- **in transit** to or from any exhibition, fair or trade show; or
- at any exhibition, fair or trade show,

not to exceed the applicable **Limit Of Insurance** for Personal Property shown under Exhibition, Fair Or Trade Show in the Declarations.

This Additional Coverage does not apply to:

- **electronic data processing property**; or
- **fine arts**.

This Additional Coverage applies only if a **Limit Of Insurance** for Personal Property is shown under Exhibition, Fair Or Trade Show in the Declarations.

#### ***Fire Protection Equipment***

We will pay the cost you incur to refill your discharged fire protection equipment whether or not there is direct physical loss or damage to property.

This Additional Coverage is provided regardless of whether a **Limit Of Insurance** is shown in the Declarations.

#### ***Installation***

We will pay for direct physical loss or damage to **personal property** caused by or resulting from a peril not otherwise excluded while such **personal property** is:

A. at a job site or temporarily warehoused elsewhere:

1. awaiting and during installation;
2. awaiting and during tests; or
3. awaiting acceptance by the buyer,

not to exceed the applicable **Limit Of Insurance** for Any Job Site shown under Installation in the Declarations; or

B. **in transit** to or from such job site or temporary warehouse, not to exceed the applicable **Limit Of Insurance** for In Transit shown under Installation in the Declarations.

We will not pay for any loss or damage to:

- **personal property** not a part of or destined to become part of the installation;
- tools; or
- **contractors' equipment**.

This Additional Coverage ends when the first of the following occurs:

- your interest in the **personal property** ceases;
- the buyer accepts the **personal property**;
- the **personal property** is put to use for its intended purpose; or



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## **Additional Coverages**

### **Installation (continued)**

- this policy is terminated.

This Additional Coverage applies only if a Limit Of Insurance for Any Job Site or In Transit is shown under Installation in the Declarations.

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### **In Transit**

We will pay for direct physical loss or damage to:

- A. **personal property, building components, or research and development property while in transit;**
- B. **personal property** being shipped FOB or on other similar terms after the title of a shipment passes to the consignee; or
- C. **personal property** which has been refused by the consignee, from the time such property has been refused until:
  1. the time such property is returned to your premises; or
  2. 14 consecutive days after such property has been refused,
 whichever occurs first,

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Personal Property, Building Components or Research And Development Property shown under In Transit in the Declarations.

We will not attempt to collect from the consignee, unless you:

- provide us with your written consent to do so; or
- assign us your right of action.

We will also pay for:

- A. the necessary additional expenses you incur to inspect, repackage and reship **personal property** damaged by a peril not otherwise excluded;
- B. general average and salvage charges that may be assessed against your covered **personal property** shipments that are waterborne; and
- C. loss or damage to **personal property** during loading and unloading of that property from a transporting conveyance, by a peril not otherwise excluded,

not to exceed the applicable Limit Of Insurance for Personal Property shown under In Transit in the Declarations.

This Additional Coverage does not apply:

- to any **personal property, building components or research and development property while in transit** to or from any exhibition, fair or trade show;
- to **salespersons' samples;**
- when you are acting as a carrier for hire;
- if you have purchased separate ocean marine insurance that covers any property **in transit;**
- to shipments by mail, unless registered;
- to **electronic data processing property;**



## Building And Personal Property

### Additional Coverages

#### *In Transit (continued)*

- to **fine arts**; or
- to loss or damage to any property insured under the International Air Shipments Additional Coverage.

#### *International Air Shipments*

We will pay for direct physical loss or damage to **personal property** caused by or resulting from a peril not otherwise excluded while being shipped by air to or from:

- the contiguous United States of America;
- Canada;
- the State of Alaska;
- the State of Hawaii;
- Puerto Rico; or
- territories or possessions of the United States of America or Canada,

and points worldwide, not to exceed the applicable Limit Of Insurance for Personal Property shown under International Air Shipments in the Declarations. This coverage applies from the delivery of **personal property** at the point of origin shown in the air waybill until it is discharged at the destination shown in the air waybill.

This Additional Coverage does not apply:

- to **personal property** while being shipped by air to or from any exhibition, fair or trade show;
- if you have purchased separate ocean marine insurance which covers any **personal property** being shipped by air;
- to shipments by mail;
- if you are required to provide a negotiable special cargo policy of insurance to any seller, buyer or bank;
- to **electronic data processing property**;
- to **fine arts**; or
- to loss or damage to any property insured under the In Transit Additional Coverage.

#### *Newly Acquired Property*

We will pay for direct physical loss or damage to:

- **building** under construction at existing or newly acquired premises;
- **building** or **personal property** at newly acquired premises; or
- newly acquired **personal property** at existing premises shown in the Declarations

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Building or Personal Property shown in the Declarations under Newly Acquired Premises or Newly Acquired or Constructed Property.

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## **Additional Coverages**

### **Newly Acquired Property** (continued)

This Additional Coverage applies until the first of the following occurs:

- you report the value of the **building** or **personal property** at the newly acquired premises to us and we add such **building** or **personal property** to this policy;
- you report the value of the newly acquired **personal property** at the existing premises shown in the Declarations, and we add such **personal property** to this policy;
- 180 days pass from the date you acquire the premises, **personal property**, or construction begins on the **building**; or
- this policy expires.

We will charge you additional premium for the reported values from the date you acquire the premises or **personal property**, or construction begins on the **building**, if we add such premises, **personal property** or **building** to this policy.

**Personal property** being moved from a vacated premises to a new premises is not considered newly acquired **personal property**.

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### **Pollutant Clean-up Or Removal**

We will pay the costs you incur to clean up or remove **pollutants** from land, water or air:

- A. at the premises shown in the Declarations and either inside or outside of a **building**; or
- B. if the **pollutants** were part of:
  1. **personal property**;
  2. **research and development property**; or
  3. **building components**,
 while **in transit**,

if the discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused by or results from a peril not otherwise excluded.

The costs will be paid only if they are reported to us in writing within 180 days of the date the peril occurred which caused or resulted in the discharge, dispersal, seepage, migration, release or escape of the **pollutants**.

The most we will pay:

- at a premises shown in the Declarations; and
- for any property **in transit**,

for all such covered costs that occur during each separate 12-month policy period, regardless of whether this Additional Coverage appears in any other contract or contracts that form part of this policy, is the applicable Limit Of Insurance for Pollutant Clean-up Or Removal shown in the Declarations.

We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**, other than payment for testing that is performed during the clean up or removal of the **pollutants** from the land, water or air, either inside or outside of a **building**.





## ***Building And Personal Property***

### ***Additional Coverages***

#### ***Pollutant Clean-up Or Removal (continued)***

This Additional Coverage does not apply if the discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- is caused by or results from a peril that is excluded under this insurance; or
- occurred prior to the effective date shown in the Declarations.

#### ***Preparation Of Loss Fees***

We will pay the reasonable and necessary expenses we require you to incur after covered direct physical loss or damage to:

- **building;**
- **personal property;**
- **personal property of employees;**
- **research and development property;** or
- **outdoor trees, shrubs, plants or lawns,**

to determine the extent of such loss or damage, not to exceed the applicable Limit Of Insurance for Preparation Of Loss Fees shown in the Declarations.

This Additional Coverage does not apply to any expenses you incur for any:

- insurance adjuster, consultant, or attorney; or
- of your subsidiaries or affiliates.

#### ***Salespersons' Samples***

We will pay for direct physical loss or damage to **salespersons' samples** caused by or resulting from a peril not otherwise excluded, not to exceed the Limit Of Insurance for Salespersons' Samples shown in the Declarations.

This Additional Coverage applies only if a Limit Of Insurance for Salespersons' Samples is shown in the Declarations.

#### ***Debris Removal Coverage***

The following Debris Removal Coverage applies.

#### ***Debris Removal***

- A. We will pay for the costs you incur to:
1. demolish and remove debris of damaged **building, personal property, personal property of employees** or **research and development property** caused by or resulting from a peril not otherwise excluded that occurs during the policy period; or
  2. remove debris of damaged **outdoor trees, shrubs, plants or lawns** at the premises shown in the Declarations, caused by or resulting from the perils of fire, lightning, explosion, riot or civil commotion or aircraft or self-propelled missiles that occurs during the policy period.
- B. The most we will pay for debris removal is the lesser of:
1. 25% of the covered direct physical loss or damage; or

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## Debris Removal Coverage

### Debris Removal (continued)

2. the remaining applicable Limit Of Insurance for Building, Personal Property, Personal Property Of Employees, Research and Development Property or Outdoor Trees, Shrubs, Plants Or Lawns shown in the Declarations, after payment of the covered direct physical loss or damage.
- C. If the amount in B. above is insufficient to pay the debris removal, we will pay the remaining debris removal, subject to the applicable Limit Of Insurance shown under Debris Removal in the Declarations.  
  
We will also pay up to \$1,000 for the costs you incur at each premises to remove debris that is blown onto your premises by wind, if the wind would be covered by this insurance.
- D. Debris removal will be paid only if:
  1. reported to us in writing within 180 days of the date of the direct physical loss or damage to the **building, personal property, personal property of employees, research and development property or outdoor trees, shrubs, plants or lawns**; and
  2. a Limit Of Insurance applicable to the damaged **building, personal property, personal property of employees, research and development property or outdoor trees, shrubs, plants or lawns** is shown in the Declarations.
- E. Debris removal does not apply to costs to:
  1.
    - a. clean up or remove **pollutants** from land, water or air;
    - b. clean up, remove, restore or replace covered property because of the presence of **fungus**; or
    - c. clean up, remove, restore or replace polluted land, water or air, either inside or outside of a **building**; or
  2. **demolish and clear the site of the undamaged portion of the building.**

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## Policy Exclusions

The following Policy Exclusions apply to all the coverages in this contract.

### Acts Or Decisions

This insurance does not apply to loss or damage caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

This Acts Or Decisions exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

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### Business Errors

This insurance does not apply to loss or damage caused by or resulting from errors in the:

- altering;
- calibrating;
- constructing;
- developing;
- distributing;



## ***Building And Personal Property***

### ***Policy Exclusions***

#### ***Business Errors (continued)***

- installing;
- manufacturing;
- maintaining;
- processing;
- repairing;
- researching; or
- testing,

of part or all of any property.

This Business Errors exclusion does not apply to:

- loss or damage that results to other covered property; or
- ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

#### ***Dishonesty***

This insurance does not apply to loss or damage caused by or resulting from fraudulent, dishonest or criminal acts or omission committed alone or in collusion with others by you, your partners, members, officers, managers, directors, trustees, employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

This Dishonesty exclusion does not apply to:

- A. acts of vandalism;
- B. acts committed by carriers or warehousemen for hire or anyone claiming to be a carrier or warehousemen for hire, other than:
  1. you, your partners, directors, trustees and employees;
  2. anyone performing acts coming within the scope of the usual duties of your employees; or
  3. anyone authorized to act for you; or
- C. ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

#### ***Governmental Or Military Action***

This insurance does not apply to loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental or military authority, whether de jure or de facto, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

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## Policy Exclusions

### *Governmental Or Military Action (continued)*

This Governmental Or Military Action exclusion does not apply to loss or damage caused by or resulting from acts of destruction ordered by governmental or military authority:

- A. when taken at the time of a fire to prevent its spread, if the fire would be covered under this insurance; or
- B. if the act of destruction is made necessary by direct physical loss or damage to:
  1. **personal property while in transit**; or
  2. a conveyance in or on which **personal property while in transit** is loaded, caused by or resulting from a specified peril not otherwise excluded.

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### *Inherent Vice/Latent Defect*

This insurance does not apply to loss or damage caused by or resulting from inherent vice or latent defect.

This Inherent Vice/Latent Defect exclusion does not apply to:

- loss or damage caused by or resulting from a **specified peril**; or
- ensuing loss or damage caused by or resulting from a **specified peril** or **water**.

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### *Insects Or Animals*

This insurance does not apply to loss or damage caused by or resulting from nesting or infestation by, or discharge or release of waste products or secretions of any insect or other animal.

This Insects Or Animals exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

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### *Mechanical Breakdown (Other Than Abrupt And Accidental)*

This insurance does not apply to loss or damage caused by or resulting from mechanical breakdown.

This Mechanical Breakdown (Other Than Abrupt And Accidental) exclusion does not apply to:

- A. abrupt and accidental breakdown of **mechanical or electrical system or apparatus** which causes direct physical loss or damage to all or part of that **mechanical or electrical system or apparatus** provided the direct physical loss or damage becomes manifest at the time of the breakdown that caused it.

Abrupt and accidental breakdown of **mechanical or electrical system or apparatus** does not include:

1. rust, oxidation or corrosion;
  2. faulty, inadequate or defective design, plan, specifications or installation;
  3. failure of **mechanical or electrical system or apparatus** to perform in accordance with plans or specifications; or
  4. freezing caused by or resulting from weather conditions; or
  - B. ensuing loss or damage caused by or resulting from a peril not otherwise excluded.
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## ***Building And Personal Property***

### ***Policy Exclusions*** *(continued)*

#### ***Nuclear Hazard***

This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Nuclear Hazard exclusion does not apply to ensuing loss or damage to:

- **building;**
- **personal property;**
- **personal property of employees; or**
- **research and development property,**

caused by or resulting from fire, if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

#### ***Planning, Design, Materials Or Maintenance***

This insurance does not apply to loss or damage (including the costs of correcting or making good) caused by or resulting from any faulty, inadequate or defective:

- planning, zoning, development, surveying, siting;
- design, specifications, plans, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- materials used in repair, construction, renovation or remodeling; or
- maintenance,

of part or all of any property on or off the premises shown in the Declarations.

This Planning, Design, Materials Or Maintenance exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

#### ***Utility Supply Failure***

This insurance does not apply to loss or damage caused by or resulting from suspension or reduction of:

- water services;
- electrical or other power services;
- natural gas or other fuel services; or
- Internet or other communication services,

regardless of any other cause or event that:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.



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## **Policy Exclusions**

### **Utility Supply Failure (continued)**

This Utility Supply Failure exclusion does not apply:

- if the suspension or reduction of such services is the direct result of direct physical loss or damage caused by or resulting from a peril not otherwise excluded; or
- to ensuing loss or damage caused by or resulting from a **specified peril**.

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### **War And Military Action**

This insurance does not apply to loss or damage caused by or resulting from:

- war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- insurrection, rebellion, revolution, usurped power or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

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### **Wear And Tear**

This insurance does not apply to loss or damage caused by or resulting from wear and tear or deterioration.

This Wear And Tear exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril** or **water**.

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### **Additional Exclusions**

The following Additional Exclusions apply to all coverages in this contract except:

- In Transit Additional Coverage;
- International Air Shipments Additional Coverage;
- Research And Development Property Premises Coverage; and
- Salespersons' Samples Additional Coverage.

### **Disappearance**

This insurance does not apply to loss or damage caused by or resulting from:

- disappearance; or
- shortage disclosed on taking inventory,

where there is no physical evidence to show what happened.

This Disappearance exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

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## ***Building And Personal Property***

### ***Additional Exclusions*** (continued)

#### ***Earthquake***

This insurance does not apply to loss or damage caused by or resulting from earthquake, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Earthquake exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

#### ***Errors In Systems Programming***

This insurance does not apply to loss or damage caused by or resulting from:

A. errors or omissions in the development of, programming of, or instructions to:

1. **electronic data processing property**; or
2. a machine; or

B. **electronic data** which is faulty, inadequate or defective for the use intended at the time of loss or damage.

This Errors In Systems Programming exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

#### ***Flood***

This insurance does not apply to loss or damage caused by or resulting from:

- waves, tidal water or tidal waves; or
- rising, overflowing or breaking of any boundary,

of any natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans or any other body of water or watercourse, whether driven by wind or not, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Flood exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

#### ***Fungus***

This insurance does not apply to loss or damage:

- which is **fungus**;
- which is in anyway attributed to the presence of **fungus**; or
- caused by or resulting from **fungus**,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or

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**Additional Exclusions****Fungus**  
(continued)

- contributes in any sequence to,  
the loss or damage, even if such cause or event would otherwise be covered.

This Fungus exclusion does not apply:

- A. when the presence of **fungus** results from:
  1. explosion;
  2. fire;
  3. leakage from fire protection equipment; or
  4. lightning; or
- B. to the extent insurance is provided under the Fungus Clean-up Or Removal Premises Coverage.

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**Pollutants**

This insurance does not apply to loss or damage caused by or resulting from the mixture of or contact between property and a **pollutant** when such mixture or contact causes the property to be impure and harmful to:

- itself or other property;
- persons, animals or plants;
- land, water or air; or
- any other part of an environment,

either inside or outside of a building or other structure, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Pollutants exclusion does not apply to:

- A. the mixture of or contact between property and **pollutants** if the mixture or contact is directly caused by or directly results from a **specified peril**;
- B. any solid, liquid or gas used to suppress fire; or
- C. **water**.

Paragraphs B and C do not apply to loss or damage involving:

- viruses or pathogens; or
  - ammonia.
-